

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19

AMERICAN LINEN, a DIVISION OF  
STEINER CORPORATION

Employer

and

36-UC-280

TEAMSTER DAIRY, BAKERY & FOOD  
PROCESSORS, INDUSTRIAL, TECHNICAL  
&AUTOMOTIVE LOCAL UNION NO. 305,  
affiliated with INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, AFL-CIO

Petitioner

**DECISION AND ORDER**

Upon a petition duly filed under Section 9(b) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board, hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record<sup>1</sup> in this proceeding, the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
3. The Union is a labor organization within the meaning of the Act.

The Employer is engaged in the operation of industrial laundry services at several facilities in Oregon, including Portland and Redmond (central Oregon).<sup>2</sup> Petitioner seeks accretion of the single employee at the Redmond facility into its unit of drivers and warehousemen in Portland.

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<sup>1</sup> The parties filed briefs which have been considered.

<sup>2</sup> The Employer's other Oregon facilities include Astoria, Eugene, Medford, McMinnville, and Lincoln City. The drivers at those facilities are represented by Petitioner's sister locals in the respective geographic areas.

Petitioner and the Employer are parties to a labor agreement with a term of June 1, 1999 to May 31, 2003. The agreement recites recognition of Petitioner as the collective bargaining representative of all drivers and warehousemen employed by the Employer at its Portland, Oregon, facility. There are approximately 33 employees in the Local 305 (Unit") unit. The employee at issue has the job title area "development coordinator" for central Oregon, a position created in about April 2001, when the Employer commenced operations in central Oregon. There is no dispute as to the timeliness of the petition.

The Employer provides laundry services to hospitality and lodging facilities and to the medical community. The drivers included in the Unit pick up soiled laundry from customers, take it to the Employer's Portland laundry facility, and deliver clean laundry back to the customers. The Employer also employs sales persons, not included in the Unit, at its Portland facility. It is the duty of the sales persons to solicit new customers.

The Portland facility is under the overall direction of general manager Dan Bourbonais. Reporting to Bourbonais are service manager Ben Hudson, who is responsible for all route operations, and Bob Soles, sales manager. Under Hudson is Dave Mumpower, delivery manager, and Rick Wong, district manager in the Employer's Astoria, Oregon, operation. There are other district managers in Portland, including Lee Lloyd and Gary Rindell. Lloyd, Rindell, and Mumpower directly supervise about seven Unit drivers each.

The Redmond facility consists of a depot. There is no laundry plant there. John Ruttledge, the employee at issue, is the only employee there. He performs both sales duties and pick-up and delivery duties. Two days a week, he drives to the Portland facility to drop off soiled laundry and pick up clean laundry. On those days, he arrives at the Portland facility about 12:30 p.m. and spends about two hours there. Few, if any, of the Unit drivers are present at the facility during the times Ruttledge is normally there. Ruttledge reports to Service Manager Hudson and to at least some extent is also supervised by Sales Manager Soles. There is no evidence that Ruttledge has ever driven a route in Portland, or that any Portland driver has ever driven any route in central Oregon. Ruttledge was newly hired by the Employer to work in central Oregon.

Ruttledge has greater sales responsibilities than do the Unit drivers in Portland. The Employer expects to expand its business operations in central Oregon and expects Ruttledge to solicit new customers regularly. It anticipates hiring additional help for central Oregon. At the time of the hearing, Ruttledge was doing about \$7000 a month in sales; Portland drivers do about \$7000 a week. Portland drivers drive step vans; Ruttledge drives a larger box van with a lift gate. Ruttledge wears the same striped uniform shirt that Portland drivers wear. Ruttledge is more highly paid than are Portland drivers; an Employer witness explained that a higher salary was necessary to attract a job applicant for the new territory.

The Board has a general policy against accretion, in the absence of specific factors, because accretion takes away employee(s)' statutory right to an election. See, e.g. *Melbet Jewelry Co.*, 180 NLRB 107 (1970), quoted with approval in *Archer Daniels Midland Company*, 333 NLRB No. 81, slip op. P. 3 (2001). The test is whether the new group of employees shares such a community of interest that they would have been included in the original unit had they then existed, or whether they can stand, themselves, as a separate appropriate unit. See *United Parcel Service*, 303 NLRB 326, 327 (1991), quoted with approval in *Archer Daniels*, supra. Another phrasing of the issue is whether the new group "share[s] a sufficient community of interest with the unit employees and [has] no separate identity". *Progressive Die Service*, 323 NLRB 186, 183 (1997), quoting *Safety Carrier, Inc.*, 306 NLRB 960, 969 (1992), itself quoting from *Safeway Stores*, 256 NLRB 918, 924 (1981).

In determining whether new employees share a community of interest with employees of an existing bargaining unit, the Board weighs various factors including: integration of operations, centralization of management and administrative control, geographical proximity, similarity of working conditions, skills and functions, common control of labor relations, collective-bargaining history, and interchange of employees. Employee interchange and common day-to-day supervision are the two most important factors. *Towne Ford Sales*, 270 NLRB 311 (1984); *New England Telephone & Telegraph Co.*, 280 NLRB 162 (1986); *Progressive Service Die Co.*, 323 NLRB 183 (1997); *Archer Daniels*, *supra*.

The operations herein are integrated to some degree, in that Ruttledge brings the soiled laundry from central Oregon to the Portland facility to be laundered, and Ruttledge shares Hudson's supervision with the Portland drivers. However, the Portland drivers are directly supervised by the district managers, Lloyd, Rindell, and Mumpower, not by Hudson. Management, administrative control, and labor relations are controlled by the Portland hierarchy for both Portland and central Oregon. Ruttledge has skills and functions similar to those of the Portland drivers, but he also has additional sales responsibilities, and reports in part to Sales Manager Soles. The Redmond facility is about 150 miles from Portland. There is no collective bargaining history involving the central Oregon facility. There is no evidence or contention of any interchange between the two facilities.

While some factors weigh toward accretion - i.e., there is some degree of functional integration, Ruttledge performs the same function as Portland drivers, Ruttledge shares some common supervision with the Portland drivers [Hudson is his partial supervisor; Hudson is their degree of second-level supervisor], and Ruttledge is the only employee in central Oregon - other factors tend against accretion. Most importantly, there has been no interchange between Portland and central Oregon, and the Portland drivers report only indirectly to Hudson. Further, unlike the Portland drivers, Soles also has supervisory authority over Ruttledge, as Ruttledge has sales duties which the Portland drivers do not have. Thus, Ruttledge has different supervision from the Unit. There is no evidence that Ruttledge has any significant or regular contacts with Portland Unit employees, and he works out of a facility about 150 miles away. He is present in the Portland facility only four hours weekly, at times when Unit employees are generally not present.

Inasmuch as Ruttledge has different immediate supervision - he does not report to a district manager, and unlike the Unit employees, his supervisors come from both the service chain and the sales chain - and he does not interchange with Portland drivers, has little contact with Portland employees, has sales duties similar to those of non-Unit employees in Portland, and is based at a separate facility 150 miles from Portland, I conclude that the position of area development coordinator for central Oregon is not an accretion to the Unit represented by Petitioner. Accordingly, I shall dismiss the petition.<sup>3</sup>

### **ORDER**

**IT IS HEREBY ORDERED** that the petition filed in this matter be, and it hereby is, dismissed.

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<sup>3</sup> I recognize that Ruttledge currently constitutes a single, unrepresented employee, making representation in a separate unit currently impossible. However, expansion of the work force is expected. In any event, Petitioner could file a petition to add the single position to the Unit, by a residual voting group, self-determination election.

### **RIGHT TO REQUEST REVIEW**

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by August 9th, 2001.

DATED at Seattle, Washington this 26th day of July, 2001.

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Paul Eggert, Regional Director  
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